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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

GRAND VIEW FINANCIAL, LLC,

Debtor and Debtor in Possession.

Case No.: 2:17-bk-20125-RK

Chapter 11 Case

**DEBTOR'S NOTICE OF MOTION AND
MOTION FOR AN ORDER
COMPELLING TURNOVER OF
PROPERTY OF THE ESTATE;
MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATION IN
SUPPORT THEREOF**

Hearing:

Date: June 19, 2018
Time: 2:30 p.m.
Place: Courtroom 1675
255 E. Temple St.
Los Angeles, CA 90012

1 **PLEASE TAKE NOTICE THAT** a hearing will be held at the above referenced date,
2 time, and location to consider this motion (the “Motion”) by Grand View Financial, LLC, the
3 debtor and debtor in possession herein (the “Debtor”), for the entry of an order compelling (a)
4 Shirley Hanes (“Hanes”) and any other occupants of 1130 N. Edison Street, Stockton, CA
5 95208 (the “N. Edison Property”) to turnover possession of the N. Edison Property to the
6 Debtor and (b) Hanes to turnover and pay the Debtor \$8,225.00 in currently owed rent, property
7 insurance payments, and late fees and any additional rent, property insurance payments, and late
8 fees accruing hereafter (the “N. Edison Rent”) pursuant to the terms of that certain Month to
9 Month Rental Agreement between the Debtor and Hanes for the lease of the N. Edison Property
10 (the “N. Edison Lease”), and (2) (a) Stephen Ho (“Ho” and, with Hanes, the “Subject Tenants”)
11 and any other occupants of 185 Linden Avenue, San Bruno, CA 94066 (the “Linden Property”
12 and, with the N. Edison Property, the “Subject Properties”) to turnover possession of the Linden
13 Property to the Debtor and (b) Ho to turnover and pay the Debtor \$41,580.00 in currently owed
14 rent, property insurance payments, and late fees and any additional rent, property insurance
15 payments, and late fees accruing hereafter (the “Linden Rent” and, with the N. Edison Rent, the
16 “Subject Rent”) pursuant to the terms of that certain Month to Month Rental Agreement
17 between the Debtor and Ho for the lease of the Linden Property (the “Linden Lease” and, with
18 the N. Edison Lease, the “Subject Leases”).

19 **PLEASE TAKE FURTHER NOTICE** that this Motion is based upon this Notice and
20 Motion and the Memorandum and Declaration of Steve Rogers annexed hereto, 11 U.S.C. §
21 542, Local Bankruptcy Rule (“LBR”) 9013-1, the record in this case, and all arguments made at
22 the hearing on the Motion.

23 **PLEASE TAKE FURTHER NOTICE** that, pursuant to LBR 9013-1(f), any
24 opposition to the Motion must (1) be in writing and include all reasons and evidence in support
25 of the opposition, (2) be filed at least fourteen (14) days prior to the hearing on the Motion, and
26 (3) be served on the United States Trustee and counsel for the Debtors.

MEMORANDUM OF POINTS AND AUTHORITIES¹

I.

STATEMENT OF FACTS

A. GENERAL BACKGROUND.

On August 17, 2017 (the “Petition Date”), the Debtor commenced its bankruptcy case by filing a voluntary petition under Chapter 11 of 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”).² The Debtor is operating its estate and managing its financial affairs as a debtor in possession pursuant to Sections 1107 and 1108. An Official Committee of Unsecured Creditors has not been formed.

B. THE DEBTOR’S BUSINESS AND REAL PROPERTY.

The Debtor is a Wyoming limited liability company that was formed in 2015. The Debtor is in the business of acquiring distressed real property (each a “Property” and, collectively, the “Properties”) in situations where public records and documents available to the Debtor demonstrate that the claim allegedly secured by the underlying subject Property (each an “Alleged Secured Claim” and, collectively, the “Alleged Secured Claims”) and the related trust deed purportedly securing the Alleged Secured Claim pursuant to a lien on the subject Property (each an “Alleged Lien” and, collectively, the “Alleged Secured Liens”) suffer from defects rendering the Alleged Secured Claim and/or related Alleged Lien unenforceable and/or invalid. The defects are often the same defects that were part of the mortgage crisis and resulting implosion of the U.S. economy 2007 and/or were the result of efforts by surviving lenders, servicers and mortgage trustees to quickly foreclose on and liquidate real estate assets without following applicable law.

In situations where the Debtor identifies a Property it is interested in acquiring, the Debtor seeks to enter into a group of agreements with the then owner of the Property (each a

¹ All capitalized terms herein have the same meanings as in the preceding Notice of Motion and Motion.

² Unless otherwise stated, all Section references herein are to the Bankruptcy Code.

1 “Former Owner” and, collectively, the “Former Owners”) intended to mutually benefit the
2 Debtor and the Former Owner. In a typical transaction in which the Debtor acquires a Property:

3 (1) the Debtor and the Former Owner execute a Real Estate Shared-Equity
4 Transaction & Purchase and Sale Agreement (each a “Sale Agreement” and, collectively, the
5 “Sale Agreements”) pursuant to which, among other things, the Former Owner sells the subject
6 Property to the Debtor in exchange for an Unsecured Promissory Note (each an “Unsecured
7 Note” and, collectively, the “Unsecured Notes”) from the Debtor in a mutually agreed upon
8 amount, which Unsecured Note is only payable in the event the Debtor is able to eliminate the
9 Alleged Lien on the Property (at the sole expense of the Debtor) thereby increasing the equity in
10 the Property, which is to be shared between the Former Owner and the Debtor according to the
11 terms of the subject Sale Agreement and Unsecured Note;

12 (2) the Former Owner executes a Grant Deed (or sometimes a Warranty Deed or
13 Quitclaim Deed) transferring title to the Property to the Debtor; and

14 (3) the Debtor and the Former Owner execute a Month to Month Rental Agreement
15 (each a “Rental Agreement” and, collectively, the “Rental Agreements”) whereby the Former
16 Owner leases back the Property from the Debtor.

17 Through the Petition Date, the Debtor acquired approximately 42 Properties.
18 Unfortunately, prior to the Petition Date, approximately 28 of the approximately 42 Properties
19 (each a “Foreclosure Property” and, collectively, the “Foreclosure Properties”) were purportedly
20 foreclosed upon. As noted herein, the Debtor disputes the enforceability and validity of the
21 Alleged Secured Claims and Alleged Liens forming the purported basis for the foreclosures on
22 the Foreclosure Properties and/or the standing of the parties effectuating the foreclosures and,
23 therefore, the validity of the purported foreclosures on the Foreclosure Properties, which the
24 Debtor will seek to invalidate, reverse, or avoid.

1 **C. THE REASONS FOR FILING BANKRUPTCY AND THE DEBTOR'S EXIT**
2 **STRATEGY AND MEANS AND EFFORTS TO IMPLEMENT IT.**

3 On the Petition Date of August 17, 2017, the Debtor filed the instant Chapter 11
4 bankruptcy case in order to, *inter alia*, (1) address and resolve various claims against the
5 Debtor, including, but not limited to the Alleged Secured Claims, (2) where necessary,
6 invalidate purported pre-Petition Date foreclosures on the Foreclosure Properties and/or avoid
7 alleged transfers pursuant to purported pre-Petition Date foreclosures on the Foreclosure
8 Properties and recover title to the Foreclosed Properties, (3) facilitate the sale of the Debtor's
9 Properties free and clear of all liens, claims, and interests, and (4) propose and confirm a
10 Chapter 11 plan of reorganization.

11 As of the Petition Date, the Debtor intended to initiate actions (each an "Avoidance
12 Action" and, collectively, the "Avoidance Actions") to invalidate, reverse, or avoid the
13 purported foreclosures on the Foreclosure Properties, to initiate claim objections (each a "Claim
14 Objection" and, collectively, the "Claim Objections") to challenge and eliminate all of the
15 Alleged Secured Claims and related Alleged Liens, to sell the resulting unencumbered
16 Properties for the highest and best price (subject to any rights of first refusal a Former Owner
17 may have to repurchase the subject Property), and to propose and confirm a Plan whereby all
18 allowed secured claims (which the Debtor believes will be limited to some tax claims against
19 certain of the Properties), administrative claims, priority claims, and general unsecured claims
20 (largely if not entirely comprised of amounts payable to the Former Owners pursuant to the
21 Unsecured Notes) will be paid in full, with the surplus distributed to the Debtor's owners, which
22 is the Debtor's exit strategy. The Debtor has begun to initiate Avoidance Actions, some of
23 which include Claim Objections, and the Debtor will continue to initiate Avoidance Actions in
24 furtherance of the Debtor's exit strategy.

25 Also in furtherance of its exit strategy, the Debtor (1) obtained Court authority to
26 employ Keller Williams (the "Broker") real estate broker to market and sell the Properties at the
27 appropriate time [see Dkts. 33 and 87] and (2) with the assistance of the Broker, began to
28 market for sale certain Properties that are not Foreclosed Properties.

1 Finally, the Debtor obtained a general claims bar date of May 4, 2018 (the “Bar Date”)
2 and provided notice thereof. [Dkt. 184]

3 **D. THE SUBJECT PROPERTIES FOR WHICH THE DEBTOR IS SEEKING**
4 **TURNOVER OF POSSESSION AND BACK-RENT.**

5 **N. EDISON LEASE**

6 On or about October 7, 2016, the Debtor entered into the N. Edison Lease with Hanes
7 regarding the lease of the N. Edison Property to Hanes. A true and correct copy of the N.
8 Edison Lease is attached hereto as **Exhibit “1.”** As can be seen, the N. Edison Lease provides
9 for (1) a month to month lease of the N. Edison Property by Hanes from the Debtor, (2) \$1,075
10 in monthly rent payable to the Debtor, which monthly rent was later reduced to \$1,000, (3) a
11 10% late fee on unpaid rent, (4) tenant to be responsible for reimbursing the Debtor for the
12 payment of property insurance, and (5) the right of either party to terminate the N. Edison
13 Lease on thirty (30) days written notice and for Hanes to surrender the property and keys back
14 to the Debtor upon termination of the N. Edison Lease (*see* N. Edison Lease, ¶¶ 4, 5, 11 and
15 12).

16 As of the Date hereof, Hanes failed to pay \$8,225 in rent, property insurance, and late
17 fees owed to the Debtor pursuant to the N. Edison Lease. *See* **Exhibit “2”** hereto, which is a
18 summary of Subject Rent owed on the Subject Properties discussed herein. Based on the
19 foregoing, and because the Debtor desires to sell the N. Edison Property and needs access to
20 such property to market it and effectuate a sale, on May 17, 2018, pursuant to its rights under
21 the N. Edison Lease, the Debtor sent a notice to Hanes terminating the N. Edison Lease. A
22 true and correct copy of that termination letter is attached hereto as **Exhibit “3.”** Therefore,
23 the N. Edison Lease will terminate effective as of June 17, 2018, at which point the Debtor will
24 be entitled to possession of the N. Edison Property and Hanes is required to surrender the N.
25 Edison Property and the keys thereto to the Debtor.

26 Hanes was scheduled with a contingent claim in the Debtor’s bankruptcy Schedules.
27 *See* **Exhibit “4,”** which is a true and correct copy of the relevant pages of the Debtor’s most
28

recently filed amended Schedules of Assets and Liabilities (the “Schedules”). Hanes did not file a proof of claim and the Bar Date has passed. *See Exhibit “5”* hereto, which is a copy of the claims docket in this case. Therefore, Hanes has no claim against the Debtor that can be setoff against the N. Edison Rent.

LINDEN LEASE

On or about July 29, 2016, the Debtor entered into the Linden Lease with Ho regarding the lease of the Linden Property to Ho. A true and correct copy of the Linden Lease is attached hereto as **Exhibit “6.”** As can be seen, the Linden Lease provides for (1) a month to month lease of the Linden Property by Ho from the Debtor, (2) \$1,725 in monthly rent payable to the Debtor, which monthly rent was later reduced to \$1,650, (3) a 10% late fee on unpaid rent, (4) tenant to be responsible for reimbursing the Debtor for the payment of property insurance, and (5) the right of either party to terminate the Linden Lease on thirty (30) days written notice and for Ho to surrender the property and keys back to the Debtor upon termination of the Linden Lease (*see* Linden Lease, ¶¶ 4, 5, 11 and 12).

As of the Date hereof, Ho failed to pay \$41,580 in rent, property insurance, and late fees owed to the Debtor pursuant to the Linden Lease. *See Exhibit “2”* hereto, which is a summary of Subject Rent owed on the Subject Properties discussed herein. Based on the foregoing, and because the Debtor desires to sell the Linden Property and needs access to such property to market it and effectuate a sale, on May 17, 2018, pursuant to its rights under the Linden Lease, the Debtor sent a notice to Ho terminating the Linden Lease. A true and correct copy of that termination letter is attached hereto as **Exhibit “7.”** Therefore, the Linden Lease will terminate effective as of June 17, 2018, at which point the Debtor will be entitled to possession of the Linden Property and Ho is required to surrender the Linden Property and the keys thereto to the Debtor.

Ho was scheduled with a contingent claim in the Debtor’s bankruptcy Schedules. *See Exhibit “4,”* which is a true and correct copy of the relevant pages of the Debtor’s most recently filed Schedules. Ho did not file a proof of claim and the Bar Date has passed. *See*

1 **Exhibit “5”** hereto, which is a copy of the claims docket in this case. Therefore, Ho has no
2 claim against the Debtor that can be setoff against the Linden Rent.

3 **II.**

4 **DISCUSSION**

5 **A. THE DEBTOR IS ENTITLED TO TURNOVER OF THE SUBJECT**
6 **PROPERTIES AND THE PAYMENT OF BACK-RENT OWED UNDER THE**
7 **SUBJECT LEASES FOR THE SUBJECT PROPERTIES.**

8 The commencement of a bankruptcy case creates an estate. 11 U.S.C. § 541(a). “Such
9 estate is comprised of all the following property, wherever located and by whomever held: (1)
10 Except as provided in subsections (b) and (c)(2) of this section, all legal or equitable interests of
11 the debtor in property as of the commencement of the case.... and (7) Any interest in property
12 that the estate acquires after the commencement of the case.” *Id.*

13 The House and Senate Reports on the Bankruptcy Code indicate that § 541(a)(1)’s scope
14 is broad and includes all kinds of property, including property in which the debtor did not have
15 a possessory interest at the time the bankruptcy proceedings commenced. *U.S. v. Whiting*
16 *Pools, Inc.*, 462 U.S. 198, 204–05, 103 S. Ct. 2309, 2313–14, 76 L. Ed. 2d 515 (1983). As
17 noted, under Section 541(a)(1), property of the estate includes “all legal or equitable interests of
18 the debtor in property as of the commencement of the case.” This expansive language is not
19 ambiguous—all means all. But even assuming the statute is ambiguous, this provision has been
20 consistently interpreted by the courts to have the broadest possible scope. “Congress intended a
21 broad range of property to be included in the estate.... The statutory language reflects this scope
22 of the estate.... The house and senate reports on the Bankruptcy Code indicate that § 541(a)(1)’s
23 scope is broad.” *Whiting Pools*, 462 U.S. at 204 (1983); *accord, Cusano v. Klein*, 264 F.3d 936,
24 945 (9th Cir.2001).

25 Section 542(a) states, “[e]xcept as provided in subsection (c) or (d) of this section [not
26 applicable here], an entity, other than a custodian, in possession, custody, or control, during the
27 case, of property that the trustee may use, sell, or lease under section 363 of this title, or that the
28 debtor may exempt under section 522 of this title, shall deliver to the trustee [or Debtor in

Possession], and account for, such property or the value of such property, unless such property is of inconsequential value or benefit to the estate.” 11 U.S.C. §§ 542(a) and 1107.

Further, Section 542(b) states, “[e]xcept as provided in subsection (c) or (d) of this section [not applicable here], an entity that owes a debt that is property of the estate and that is matured, payable on demand, or payable on order, shall pay such debt to, or on the order of, the trustee [or Debtor in Possession], except to the extent that such debt may be offset under section 553 of this title against a claim against the debtor. 11 U.S.C. §§ 542(b) and 1107.

Here, the Subject Tenants are in possession, custody or control of the Subject Properties, which constitute property of the estate that the Debtor can sell or lease. In fact, the Debtor intends to sell the Subject Properties but needs to gain access to the Subject Properties so that the Debtor’s Broker can assess the value of the Subject Properties and proceed to list and market them for sale and the Debtor can seek approval of such sales pursuant to Section 363. Further, since the Subject Tenants are materially delinquent on their rent obligations under the Subject Leases, at minimum, the Debtor is entitled to lease the Subject Properties to paying tenants. Based on the foregoing, and because, as a result of the Debtor’s exercise of its right to terminate the Subject Leases effective as of June 17, 2018, the Subject Tenants no longer have a right to occupy the Subject Properties, the Debtor is entitled to turnover thereof pursuant to Section 542(a).

In addition to the foregoing, the Debtor is entitled to turnover of the delinquent Subject Rent owed by the Subject Tenants pursuant to Section 542(b), as the Subject Rent is property of the estate that has matured and may not be offset, as none of the Subject Tenants filed any claims that could form the basis for turnover.

B. THE DEBTOR MAY SEEK TURNOVER PURSUANT TO MOTION.

The Debtor should not need to file an adversary proceeding for the requested relief. Case law supports the Debtor’s efforts to recover property of the estate by motion practice. *See Sterling Mining Company v. Sunshine Precious Metals, Inc.*, 2009 WL 2514159, at *3 (Bankr. D. Idaho Aug. 14, 2009) (finding that case law provides exceptions to the “adversary

proceeding” rule regarding requests for turnover of property), *citing Austein v. Schwartz (In re Gerwer)*, 898 F.2d 730 (9th Cir. 1990) (where the court concluded that the trustee’s prosecution of a turnover request by motion rather than adversary proceeding did not harm the third party, a creditor, and the failure to require the different procedural process was harmless error); *see also* 10 COLIER ON BANKRUPTCY ¶ 9014.01, at 9014-4 (even where a contested matter is commenced by motion instead of a proper adversary proceeding, so long as due process has been afforded to the responding party, the courts will apply the harmless error rule and not force the parties to start all over again); *Korneff v. Downey Regional Medical Center (In re Downey Regional Medical Center)*, 441 B.R. 120, 128 (B.A.P. 9th Cir. 2010) (same); *United Student Aid Funds, Inc. v. Espinosa*, 559 U.S. 260, 272 (2010) (Supreme Court unanimously reasoning and holding that, even when an adversary proceeding is required, the real importance is actual notice and an opportunity to be heard and stating that “[d]ue process requires notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.”) (internal cites and quotes omitted).

In *Sterling Mining Company v. Sunshine Precious Metals, Inc.*, 2009 WL 2514159, the debtor in possession brought an emergency motion in the main chapter 11 case, not in an adversary proceeding, but the bankruptcy court accepted and heard the motion as filed in the bankruptcy court because due process had been afforded to the opposing party. Here, the Debtor has brought this motion on regular notice with full opportunity for opposing parties to object to the Motion and participate at the hearing on the Motion.

In *In re Gerwer*, 898 F.2d 730 (9th Cir. 1990), the debtors at issue held interests in notes and deeds of trust (similarly, here, the Debtor holds an interest in the Subject Properties, Subject Leases, and Subject Rent). *See In re Gerwer*, 898 F. 2d at 732. The trustee in that case sought the turnover of the estate’s interests in such property in order to effectuate a sale of such property (similarly, here, the Debtor seeks to market and sell the Subject Properties). The Ninth Circuit found that the request for turnover by motion did not harm the objecting creditor. *Id.* at

734; *see also Ruvacalba v. Munoz (In re Munoz)*, 287 B.R. 546, 551 (B.A.P. 9th Cir. 2002) (recognizing that when the record of a contested matter is developed to a sufficient degree that the record of an adversary proceeding likely would not have been materially different, any “error” in procedure is harmless and does not affect the substantial rights of the parties).

III.

CONCLUSION

WHEREFORE, the Debtor respectfully requests that the Court enter an order

(1) granting the Motion;

(2) compelling (a) Hanes and any other occupants of the N. Edison Property to turnover possession of the N. Edison Property to the Debtor and (b) Hanes to turnover and pay the N. Edison Rent owed under the N. Edison Lease;

(3) compelling Ho and any other occupants of the Linden Property to turnover possession of the Linden Property to the Debtor and (b) Ho to turnover and pay the Linden Rent owed under the Linden Lease; and

(4) granting such other and further relief as the Court deems just and proper.

Dated: May 17, 2018

GRAND VIEW FINANCIAL, LLC

By: Todd M. Arnold

TODD M. ARNOLD

LEVENE, NEALE, BENDER, YOO

& BRILL L.L.P.

Attorneys for Debtor and Debtor in Possession

DECLARATION OF STEVE ROGERS

I, STEVE ROGERS, hereby declare as follows:

1. I am over 18 years of age. Except where otherwise stated, I have personal knowledge of the facts set forth below and, if called to testify, would and could competently testify thereto.

2. I am the Managing Member and Vice President of Grand View Financial, LLC, the debtor and debtor in possession herein (the "Debtor"). I am familiar with the Debtor's books and records maintained in the ordinary course of the Debtor's business, the Debtor's bank accounts, and the Debtor's business and operations.

3. I make this Declaration in support of the Motion to which this Declaration is attached. Unless otherwise stated, all capitalized terms herein have the same meaning as in the Motion.

4. On August 17, 2017 (the "Petition Date"), the Debtor commenced its bankruptcy case by filing a voluntary petition under Chapter 11. The Debtor is operating its estate and managing its financial affairs as a debtor in possession pursuant to Sections 1107 and 1108. An Official Committee of Unsecured Creditors has not been formed.

5. The Debtor is a Wyoming limited liability company that was formed in 2015. The Debtor is in the business of acquiring distressed real property (each a "Property" and, collectively, the "Properties") in situations where public records and documents available to the Debtor demonstrate that the claim allegedly secured by the underlying subject Property (each an "Alleged Secured Claim" and, collectively, the "Alleged Secured Claims") and the related trust deed purportedly securing the Alleged Secured Claim pursuant to a lien on the subject Property (each an "Alleged Lien" and, collectively, the "Alleged Secured Liens") suffer from defects rendering the Alleged Secured Claim and/or related Alleged Lien unenforceable and/or invalid. The defects are often the same defects that were part of the mortgage crisis and resulting implosion of the U.S. economy 2007 and/or were the result of efforts by surviving lenders,

servicers and mortgage trustees to quickly foreclose on and liquidate real estate assets without following applicable law.

6. In situations where the Debtor identifies a Property it is interested in acquiring, the Debtor seeks to enter into a group of agreements with the then owner of the Property (each a “Former Owner” and, collectively, the “Former Owners”) intended to mutually benefit the Debtor and the Former Owner. In a typical transaction in which the Debtor acquires a Property:

(a) the Debtor and the Former Owner execute a Real Estate Shared-Equity Transaction & Purchase and Sale Agreement (each a “Sale Agreement” and, collectively, the “Sale Agreements”) pursuant to which, among other things, the Former Owner sells the subject Property to the Debtor in exchange for an Unsecured Promissory Note (each an “Unsecured Note” and, collectively, the “Unsecured Notes”) from the Debtor in a mutually agreed upon amount, which Unsecured Note is only payable in the event the Debtor is able to eliminate the Alleged Lien on the Property (at the sole expense of the Debtor) thereby increasing the equity in the Property, which is to be shared between the Former Owner and the Debtor according to the terms of the subject Sale Agreement and Unsecured Note;

(b) the Former Owner executes a Grant Deed (or sometimes a Warranty Deed or Quitclaim Deed) transferring title to the Property to the Debtor; and

(c) the Debtor and the Former Owner execute a Month to Month Rental Agreement (each a “Rental Agreement” and, collectively, the “Rental Agreements”) whereby the Former Owner leases back the Property from the Debtor.

7. Through the Petition Date, the Debtor acquired approximately 42 Properties. Unfortunately, prior to the Petition Date, approximately 28 of the approximately 42 Properties (each a “Foreclosure Property” and, collectively, the “Foreclosure Properties”) were purportedly foreclosed upon. As noted herein, the Debtor disputes the enforceability and validity of the Alleged Secured Claims and Alleged Liens forming the purported basis for the foreclosures on the Foreclosure Properties and/or the standing of the parties effectuating the foreclosures and, therefore, the validity of the purported foreclosures on the Foreclosure Properties, which the

Debtor will seek to invalidate, reverse, or avoid.

8. On the Petition Date of August 17, 2017, the Debtor filed the instant Chapter 11 bankruptcy case in order to, *inter alia*, (1) address and resolve various claims against the Debtor, including, but not limited to the Alleged Secured Claims, (2) where necessary, invalidate purported pre-Petition Date foreclosures on the Foreclosure Properties and/or avoid alleged transfers pursuant to purported pre-Petition Date foreclosures on the Foreclosure Properties and recover title to the Foreclosed Properties, (3) facilitate the sale of the Debtor's Properties free and clear of all liens, claims, and interests, and (4) propose and confirm a Chapter 11 plan of reorganization.

9. As of the Petition Date, the Debtor intended to initiate actions (each an "Avoidance Action" and, collectively, the "Avoidance Actions") to invalidate, reverse, or avoid the purported foreclosures on the Foreclosure Properties, to initiate claim objections (each a "Claim Objection" and, collectively, the "Claim Objections") to challenge and eliminate all of the Alleged Secured Claims and related Alleged Liens, to sell the resulting unencumbered Properties for the highest and best price (subject to any rights of first refusal a Former Owner may have to repurchase the subject Property), and to propose and confirm a Plan whereby all allowed secured claims (which the Debtor believes will be limited to some tax claims against certain of the Properties), administrative claims, priority claims, and general unsecured claims (largely if not entirely comprised of amounts payable to the Former Owners pursuant to the Unsecured Notes) will be paid in full, with the surplus distributed to the Debtor's owners, which is the Debtor's exit strategy. The Debtor has begun to initiate Avoidance Actions, some of which include Claim Objections, and the Debtor will continue to initiate Avoidance Actions in furtherance of the Debtor's exit strategy.

10. Also in furtherance of its exit strategy, the Debtor (1) obtained Court authority to employ Keller Williams (the "Broker") real estate broker to market and sell the Properties at the appropriate time [see Dkts. 33 and 87] and (2) with the assistance of the Broker, began to market for sale certain Properties that are not Foreclosed Properties.

1 11. Finally, the Debtor obtained a general claims bar date of May 4, 2018 (the “Bar
2 Date”) and provided notice thereof. [Dkt. 184]

3 12. On or about October 7, 2016, the Debtor entered into the N. Edison Lease with
4 Hanes regarding the lease of the N. Edison Property to Hanes. A true and correct copy of the N.
5 Edison Lease is attached hereto as **Exhibit “1.”**

6 13. As of the Date hereof, Hanes failed to pay \$8,225 in rent, property insurance, and
7 late fees owed to the Debtor pursuant to the N. Edison Lease. *See* **Exhibit “2”** hereto, which is
8 a summary of Subject Rent owed on the Subject Properties discussed herein, which was
9 prepared and is based on the Debtor’s books and records. Based on the foregoing, and because
10 the Debtor desires to sell the N. Edison Property and needs access to such property to market it
11 and effectuate a sale, on May 17, 2018, pursuant to its rights under the N. Edison Lease, the
12 Debtor, acting through counsel, sent a notice to Hanes terminating the N. Edison Lease. A true
13 and correct copy of that termination letter is attached hereto as **Exhibit “3.”**

14 14. Hanes was scheduled with a contingent claim in the Debtor’s bankruptcy
15 Schedules. *See* **Exhibit “4,”** which is a true and correct copy of the relevant pages of the
16 Debtor’s most recently filed amended Schedules of Assets and Liabilities (the “Schedules”).
17 Hanes did not file a proof of claim and the Bar Date has passed. *See* **Exhibit “5”** hereto, which
18 is a copy of the claims docket in this case.

19 15. On or about July 29, 2016, the Debtor entered into the Linden Lease with Ho
20 regarding the lease of the Linden Property to Ho. A true and correct copy of the Linden Lease
21 is attached hereto as **Exhibit “6.”**

22 16. As of the Date hereof, Ho failed to pay \$41,580 in rent, property insurance, and
23 late fees owed to the Debtor pursuant to the Linden Lease. *See* **Exhibit “2”** hereto, which is a
24 summary of Subject Rent owed on the Subject Properties discussed herein. Based on the
25 foregoing, and because the Debtor desires to sell the Linden Property and needs access to such
26 property to market it and effectuate a sale, on May 17, 2018, pursuant to its rights under the
27 Linden Lease, the Debtor, acting through counsel, sent a notice to Ho terminating the Linden
28

1 Lease. A true and correct copy of that termination letter is attached hereto as **Exhibit "7."**

2 17. Ho was scheduled with a contingent claim in the Debtor's bankruptcy Schedules.
3 See **Exhibit "4,"** which is a true and correct copy of the relevant pages of the Debtor's most
4 recently filed Schedules. Ho did not file a proof of claim and the Bar Date has passed. See
5 **Exhibit "5"** hereto, which is a copy of the claims docket in this case.

6 18. The Debtor intends to sell the Subject Properties but needs to gain access to the
7 Subject Properties so that the Debtor's Broker can assess the value of the Subject Properties and
8 proceed to list and market them for sale and the Debtor can seek Court approval of such sales.

9 I declare and verify under penalty of perjury that the foregoing is true and correct to the
10 best of my knowledge.

11 Executed on this 17th day of May 2018, at Minden, Nevada.

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15 STEVE ROGERS
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EXHIBIT "1"

MONTH-TO-MONTH

Rental Agreement

THIS AGREEMENT, entered into this 7th day of October, 2016 by and between: Shirley Hanes hereinafter referenced as "Tenant," and "Grand View Financial LLC," hereinafter referenced as "Owner/Landlord." Whereby Owner/Landlord herein agrees to rent to Tenant and Tenant Rents the premises known as 1130 N. Edison Street, Stockton 95201, County of San Joaquin, State of California, upon the following terms and conditions:

TERM:

1. The term of the agreement shall be from month-to-month, commencing on October 7, 2016.

RENT:

2. The rent for said premises shall be One Thousand and Seventy-Five (\$1,075.00) Dollars per month, payable in advance on or before the FIRST day of each month. Each Tenant herein shall be individually liable and responsible for any and all payments, rent or otherwise, due hereunder. At Owner/Landlord's option, Owner/Landlord may at any time requirement or other sums be paid in either certified check, cashier's check, direct deposit or money order. If the Tenant is unable to pay rent when due, the Owner/Landlord has the legal right to serve notice to pay rent or vacate within (3) days, as provided by California Code of Civil Procedures Section 1161.

DEPOSIT:

3. At the time of signing of this Agreement, Tenant shall pay to Owner/Landlord, in trust, a deposit equal to one month's rent to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. Deposit will be forfeited upon the conclusion of services against the Reset Agreement.

PROPERTY INSURANCE:

4. Tenant will be responsible to maintain appropriate insurance for their interests in the Premises and property located on the Premises. Tenant shall pay 1/12 of the annual Owner/Landlord's insurance rate along with the monthly rent on or before the FIRST day of each month. An estimated insurance rate is due and payable until the actual rate is determined.

LATE CHARGE:

5. Should Tenant fail to pay all rent due prior to rent due date, then, in that event, a late charge of 10% of monthly rent shall immediately be due. Such late charges shall be deemed additional rent for such rental month and Owner/Landlord may add such late charges to Tenant's next monthly rent payment.

RETURN CHECK CHARGE

6. Notwithstanding any penal or civil sanctions or damages which may apply, Tenant shall pay Owner/Landlord a \$ 35.00 charge for each and every returned check, draft, or order drawn on any bank or depository regardless of Tenant's intent, knowledge or fault. Such returned check charges shall be deemed additional rent for such rental month and Owner/Landlord may add such charges to next months rent.

CLEANING AND MAINTENANCE:

7. The cost of repairing or replacing any damage or wear and tear shall be the Tenant's sole responsibility. The Tenant shall keep the rental property tenantable, safe, sanitary and in compliance with all state and local housing, building, and health requirements applicable to the rental property; shall have all required inspections and certifications, if any, made; shall maintain the mechanical equipment and utilities in good operating condition; and shall maintain the following in good repair and clean condition.

- a. Effective waterproofing and weather protection of room and exterior walls including windows and doors.
- b. Plumbing fixtures and gas facilities.
- c. A water supply capable of producing hot and cold running water, furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law.
- c. Adequate heating facilities.
- d. Electrical lighting.
- e. Clean and sanitary building, grounds and appurtenances, free from all accumulation of debris, filth, rubbish, garbage, and infestation by rats, rodents, and vermin at the commencement of the rental agreement.
- f. An adequate number of appropriate receptacles for garbage and rubbish.
- g. Floors, stairways and railings.
- h. Smoke detectors and carbon monoxide detectors.

USE OF PREMISES:

8. Tenant agrees that the said premises shall be used and occupied for no other purpose than as a dwelling; and that said premises shall be occupied only by the signers of this agreement, and no others, without first obtaining the written consent of Owner/Landlord.

UTILITIES:

9. Tenant shall pay for all utilities, services, and charges supplied to said premises.

RENTAL PRO-RATE:

10. In the event that the rental payment date herein provided is not made prior than the first day of the month, then Tenant agrees to pro-rate said rental payment to the 1st day of the succeeding month, if so requested by Owner/Landlord.

NOTICE OF TERMINATION:

11. This agreement and the tenancy hereby granted may be terminated by either party hereto by giving to the other party not less than thirty (30) days prior notice in writing.

SURRENDER OF PREMISES:

12. Tenant agrees on the last day of Tenant's tenancy hereunder, to surrender to Owner/Landlord said premises and appurtenances and all furniture, goods, chattels, and keys belonging to Owner/Landlord in the same condition as when received, reasonable wear and tear excepted. Before departure, Tenant shall leave his forwarding address so that Owner/Landlord may make any notification and/ or refund as required by law.

ASSIGNMENT:

13. Tenant shall not assign this agreement nor sub-let said premises or any part thereof without written consent of Owner/Landlord or his agent.

INSPECTION/ ENTRY:

14. Pursuant, to Civil Code, Sec. 1954, all state and municipal codes, local ordinance, or health, safety or fire prevention rules, regulations or directives or any case decision concerning the proper maintenance and care of the demised premises and its contents, Owner/Landlord reserves the right to itself or its agents, to enter the premises at such reasonable times, with or without Tenant's presence, and for such reasonable purposes, including the inspection and showing of said premises at any time during reasonable business hours pursuant to the laws and guidelines referred to above, to inspect the same, to see that no damages have occurred thereto and to determine if said property is still occupied. Tenant specifically agrees not to change any lock or add any lock device to said premises without the prior written consent of Owner/Landlord or his agent. Tenant acknowledges that Owner/Landlord or his agent has a key to the premises and may use the same for entry, as provided herein.

ALTERATIONS:

15. Tenant shall not paint or make any alterations to said premises without written consent of Owner/Landlord or his agent.

MAINTENANCE AND REPAIRS:

16. Tenant, except as herein expressly provided, shall at his sole expense, keep and maintain said premises and appurtenances and every part thereof including all household furniture, goods, chattels, belonging to Owner/Landlord in good and sanitary order, condition and repair.

PETS:

17. Tenant agrees that he shall not keep or permit to be kept in or about said premises, any dog, cat, bird, other pet or animal, without the specific written permission of Owner/Landlord or his agent.

QUIET ENJOYMENT:

18. Tenant shall not commit, nor allow to be committed, any waste upon said premises or any nuisance, or other act or allow unnecessary noise especially during quiet times under city or county noise and/or "party" ordinance(s) (10:00 p.m. to 8:00 a.m.)

GOVERNMENTAL REGULATIONS:

19. Tenant shall comply with laws, ordinances and governmental regulations applicable to said premises or to the use thereof.

COST OF SUIT / ATTORNEY'S FEES:

20. In the event Owner/Landlord shall bring any action in connection herewith Owner/Landlord shall be entitled to receive as part of such action reasonable attorney's fees and court costs. Tenant also agrees to pay any other reasonable expenses that Owner/Landlord incurs in the enforcement of any of the covenants or provisions hereof, or in the recovery of rent or damages.

WAIVER OF BREACH:

21. The waiver by Owner/Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.

NOTICES:

22. All notices to be given to Tenant may be given in writing personally, or by depositing the same in the United States mail, postage prepaid, and addressed to Tenant at said premises, whether or not Tenant has departed from, abandoned or vacated the premises.

ENTIRE AGREEMENT:

23. This agreement constitutes the entire agreement between Owner/Landlord and Tenant, except as expressly provided herein.

IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year first above written.


SHIRLEY HANES

EXHIBIT "2"

<u>Tenant/Address/Rent</u>	<u>Unpaid Rent (Due on the 1st of the Month)</u>	<u>Unpaid Property Insurance</u>	<u>10% Late Fee</u>
Shirley Hanes 1130 N Edison Street, Stockton, CA 95208	11/1/2017 \$ 1,000.00	\$ 75.00	\$ 100.00
Mo Rent = \$1,000	12/1/2017 \$ 1,000.00	\$ 75.00	\$ 100.00
	1/1/2018 \$ 1,000.00	\$ 75.00	\$ 100.00
	2/1/2018 \$ 1,000.00	\$ 75.00	\$ 100.00
	3/1/2018 \$ 1,000.00	\$ 75.00	\$ 100.00
	4/1/2018 \$ 1,000.00	\$ 75.00	\$ 100.00
	5/1/2018 \$ 1,000.00	\$ 75.00	\$ 100.00
	\$ 7,000.00	\$ 525.00	\$ 700.00
TOTAL OWED			\$ 8,225.00

<u>Tenant/Address/Rent</u>	<u>Unpaid Rent (Due on the 1st of the Month)</u>	<u>Unpaid Property Insurance</u>	<u>10% Late Fee</u>
Stephen Ho 185 Linden Avenue, San Bruno, CA 94066 Mo Rent = \$1,650	8/1/2016 \$ 1,650.00	\$ 75.00	\$ 165.00
	9/1/2016 \$ 1,650.00	\$ 75.00	\$ 165.00
	10/1/2016 \$ 1,650.00	\$ 75.00	\$ 165.00
	11/1/2016 \$ 1,650.00	\$ 75.00	\$ 165.00
	12/1/2016 \$ 1,650.00	\$ 75.00	\$ 165.00
	1/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	2/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	3/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	4/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	5/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	6/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	7/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	8/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	9/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	10/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	11/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	12/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	1/1/2018 \$ 1,650.00	\$ 75.00	\$ 165.00
	2/1/2018 \$ 1,650.00	\$ 75.00	\$ 165.00
	3/1/2018 \$ 1,650.00	\$ 75.00	\$ 165.00
	4/1/2018 \$ 1,650.00	\$ 75.00	\$ 165.00
	5/1/2018 \$ 1,650.00	\$ 75.00	\$ 165.00
	\$ 36,300.00	\$ 1,650.00	\$ 3,630.00
TOTAL OWED			\$ 41,580.00

EXHIBIT "3"

LNBY & B

May 17, 2018

VIA U.S. MAIL

Shirley Hanes
1130 N. Edison Street
Stockton, CA 95208

Re: Lease (the "Lease") of 1130 N. Edison Street (the "Property")

Ms. Hanes:

Our firm serves as counsel to Grand View Financial, LLC ("GV") in its bankruptcy case. I am writing in regard to the Lease for the Property. A copy of the Lease is attached hereto for your reference.

Please take notice that (1) you are delinquent on \$8,225.00 in currently owed rent, property insurance payments, and late fees, (2) the Debtor needs access to the Property to effectuate the marketing and sale thereof, and (3) once the sale is effectuated, any lien of the alleged secured creditor will attach to the sale proceeds and we will then seek to clear the lien/claim of the alleged secured creditor. An itemization of currently owed rent, property insurance payments, and late fees is also attached hereto for your reference.

Based on the foregoing and for other reasons, pursuant to ¶ 11 of the Lease, GV hereby gives notice of the termination of the Lease. Based on the foregoing, pursuant to ¶ 12 of the Lease, you are required to surrender possession of the Property and the keys thereto to GV on June 17, 2018.

Concurrently herewith, GV filed a motion with the bankruptcy court to compel turnover of the Property and the keys thereto to GV and for payment of back-rent owed to GV. That motion will be served on you. GV reserves the right to seek the recovery of additional amounts for attorneys' fees pursuant to ¶ 20 of the Lease, particularly if you do not voluntarily pay back-rent and turnover possession of the Property and the keys thereto by the date stated herein.

Please contact me to arrange for turnover of the Property and the keys thereto on June 17, 2018 and for the payment of back-rent owed to GV.

Sincerely,

/s/ Todd M. Arnold
Todd Arnold

<u>Tenant/Address/Rent</u>	<u>Unpaid Rent (Due on the 1st of the Month)</u>	<u>Unpaid Property Insurance</u>	<u>10% Late Fee</u>
Shirley Hanes 1130 N Edison Street, Stockton, CA 95208	11/1/2017 \$ 1,000.00	\$ 75.00	\$ 100.00
Mo Rent = \$1,000	12/1/2017 \$ 1,000.00	\$ 75.00	\$ 100.00
	1/1/2018 \$ 1,000.00	\$ 75.00	\$ 100.00
	2/1/2018 \$ 1,000.00	\$ 75.00	\$ 100.00
	3/1/2018 \$ 1,000.00	\$ 75.00	\$ 100.00
	4/1/2018 \$ 1,000.00	\$ 75.00	\$ 100.00
	5/1/2018 \$ 1,000.00	\$ 75.00	\$ 100.00
	\$ 7,000.00	\$ 525.00	\$ 700.00
TOTAL OWED			\$ 8,225.00

MONTH-TO-MONTH

Rental Agreement

THIS AGREEMENT, entered into this 7th day of October, 2016 by and between: Shirley Hanes hereinafter referenced as "Tenant," and "Grand View Financial LLC," hereinafter referenced as "Owner/Landlord." Whereby Owner/Landlord herein agrees to rent to Tenant and Tenant Rents the premises known as 1130 N. Edison Street, Stockton 95201, County of San Joaquin, State of California, upon the following terms and conditions:

TERM:

1. The term of the agreement shall be from month-to-month, commencing on October 7, 2016.

RENT:

2. The rent for said premises shall be One Thousand and Seventy-Five (\$1,075.00) Dollars per month, payable in advance on or before the FIRST day of each month. Each Tenant herein shall be individually liable and responsible for any and all payments, rent or otherwise, due hereunder. At Owner/Landlord's option, Owner/Landlord may at any time requirement or other sums be paid in either certified check, cashier's check, direct deposit or money order. If the Tenant is unable to pay rent when due, the Owner/Landlord has the legal right to serve notice to pay rent or vacate within (3) days, as provided by California Code of Civil Procedures Section 1161.

DEPOSIT:

3. At the time of signing of this Agreement; Tenant shall pay to Owner/Landlord, in trust, a deposit equal to one month's rent to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. Deposit will be forfeited upon the conclusion of services against the Reset Agreement.

PROPERTY INSURANCE:

4. Tenant will be responsible to maintain appropriate insurance for their interests in the Premises and property located on the Premises. Tenant shall pay 1/12 of the annual Owner/Landlord's insurance rate along with the monthly rent on or before the FIRST day of each month. An estimated insurance rate is due and payable until the actual rate is determined.

LATE CHARGE:

5. Should Tenant fail to pay all rent due prior to rent due date, then, in that event, a late charge of 10% of monthly rent shall immediately be due. Such late charges shall be deemed additional rent for such rental month and Owner/Landlord may add such late charges to Tenant's next monthly rent payment.

RETURN CHECK CHARGE

6. Notwithstanding any penal or civil sanctions or damages which may apply, Tenant shall pay Owner/Landlord a \$ 35.00 charge for each and every returned check, draft, or order drawn on any bank or depository regardless of Tenant's intent, knowledge or fault. Such returned check charges shall be deemed additional rent for such rental month and Owner/Landlord may add such charges to next months rent.

CLEANING AND MAINTENANCE:

7. The cost of repairing or replacing any damage or wear and tear shall be the Tenant's sole responsibility. The Tenant shall keep the rental property tenantable, safe, sanitary and in compliance with all state and local housing, building, and health requirements applicable to the rental property; shall have all required inspections and certifications, if any, made; shall maintain the mechanical equipment and utilities in good operating condition; and shall maintain the following in good repair and clean condition.

- a. Effective waterproofing and weather protection of room and exterior walls including windows and doors.
- b. Plumbing fixtures and gas facilities.
- c. A water supply capable of producing hot and cold running water, furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law.
- c. Adequate heating facilities.
- d. Electrical lighting.
- e. Clean and sanitary building, grounds and appurtenances, free from all accumulation of debris, filth, rubbish, garbage, and infestation by rats, rodents, and vermin at the commencement of the rental agreement.
- f. An adequate number of appropriate receptacles for garbage and rubbish.
- g. Floors, stairways and railings.
- h. Smoke detectors and carbon monoxide detectors.

USE OF PREMISES:

8. Tenant agrees that the said premises shall be used and occupied for no other purpose than as a dwelling; and that said premises shall be occupied only by the signers of this agreement, and no others, without first obtaining the written consent of Owner/Landlord.

UTILITIES:

9. Tenant shall pay for all utilities, services, and charges supplied to said premises.

RENTAL PRO-RATE:

10. In the event that the rental payment date herein provided is not made prior than the first day of the month, then Tenant agrees to pro-rate said rental payment to the 1st day of the succeeding month, if so requested by Owner/Landlord.

NOTICE OF TERMINATION:

11. This agreement and the tenancy hereby granted may be terminated by either party hereto by giving to the other party not less than thirty (30) days prior notice in writing.

SURRENDER OF PREMISES:

12. Tenant agrees on the last day of Tenant's tenancy hereunder, to surrender to Owner/Landlord said premises and appurtenances and all furniture, goods, chattels, and keys belonging to Owner/Landlord in the same condition as when received, reasonable wear and tear excepted. Before departure, Tenant shall leave his forwarding address so that Owner/Landlord may make any notification and/ or refund as required by law.

ASSIGNMENT:

13. Tenant shall not assign this agreement nor sub-let said premises or any part thereof without written consent of Owner/Landlord or his agent.

INSPECTION/ ENTRY:

14. Pursuant, to Civil Code, Sec. 1954, all state and municipal codes, local ordinance, or health, safety or fire prevention rules, regulations or directives or any case decision concerning the proper maintenance and care of the demised premises and its contents, Owner/Landlord reserves the right to itself or its agents, to enter the premises at such reasonable times, with or without Tenant's presence, and for such reasonable purposes, including the inspection and showing of said premises at any time during reasonable business hours pursuant to the laws and guidelines referred to above, to inspect the same, to see that no damages have occurred thereto and to determine if said property is still occupied. Tenant specifically agrees not to change any lock or add any lock device to said premises without the prior written consent of Owner/Landlord or his agent. Tenant acknowledges that Owner/Landlord or his agent has a key to the premises and may use the same for entry, as provided herein.

ALTERATIONS:

15. Tenant shall not paint or make any alterations to said premises without written consent of Owner/Landlord or his agent.

MAINTENANCE AND REPAIRS:

16. Tenant, except as herein expressly provided, shall at his sole expense, keep and maintain said premises and appurtenances and every part thereof including all household furniture, goods, chattels, belonging to Owner/Landlord in good and sanitary order, condition and repair.

PETS:

17. Tenant agrees that he shall not keep or permit to be kept in or about said premises, any dog, cat, bird, other pet or animal, without the specific written permission of Owner/Landlord or his agent.

QUIET ENJOYMENT:

18. Tenant shall not commit, nor allow to be committed, any waste upon said premises or any nuisance, or other act or allow unnecessary noise especially during quiet times under city or county noise and/or "party" ordinance(s) (10:00 p.m. to 8:00 a.m.)

GOVERNMENTAL REGULATIONS:

19. Tenant shall comply with laws, ordinances and governmental regulations applicable to said premises or to the use thereof.

COST OF SUIT / ATTORNEY'S FEES:

20. In the event Owner/Landlord shall bring any action in connection herewith Owner/Landlord shall be entitled to receive as part of such action reasonable attorney's fees and court costs. Tenant also agrees to pay any other reasonable expenses that Owner/Landlord incurs in the enforcement of any of the covenants or provisions hereof, or in the recovery of rent or damages.

WAIVER OF BREACH:

21. The waiver by Owner/Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.

NOTICES:

22. All notices to be given to Tenant may be given in writing personally, or by depositing the same in the United States mail, postage prepaid, and addressed to Tenant at said premises, whether or not Tenant has departed from, abandoned or vacated the premises.

ENTIRE AGREEMENT:

23. This agreement constitutes the entire agreement between Owner/Landlord and Tenant, except as expressly provided herein.

IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year first above written.


SHIRLEY HANES

EXHIBIT "4"

Attorney or Party Name Address Telephone & FAX Nos. State FOR COURT USE ONLY
Bar No. & Email Address

Todd M. Arnold 221868
10250 Constellation Blvd.
Suite 1700
Los Angeles, CA 90067
(310) 229-1234
221868 CA

Individual appearing without attorney

☒ *Attorney for Debtor*

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re

Grand View Financial LLC

CASE NO. 2:17-bk-20125-RK

CHAPTER 11

SUMMARY OF AMENDED SCHEDULES,
MASTER MAILING LIST,
AND/OR STATEMENTS
[LBR 1007-1(c)]

Debtor(s)

A filing fee is required to amend Schedules D or E/F (see Abbreviated Fee Schedule on the Court's website www.cdca.uscourts.gov). A supplemental master mailing list (do not repeat any creditors on the original) is also required as an attachment if creditors are being added to the Schedule D or E/F. Are one or more creditors being added? ☒ Yes ☐ No

The following schedules, master mailing list or statements (check all that apply) are being amended:

☒ Schedule A/B ☐ Schedule C ☒ Schedule D ☒ Schedule E/F ☒ Schedule G
☒ Schedule H ☐ Schedule I ☐ Schedule J ☐ Schedule J-2 ☒ Statement of Financial Affairs
Statement About Your Social Security Number(s) ☐ Statement of Intentions ☒ Master Mailing List

Other (specify): **Amended Summary of Assets and Liabilities, Amended Top 20**

I/we declare under penalty of perjury under the laws of the United States that the amended schedules, master mailing list, and/or statements are true and correct.

Date

2-27-18


Steve Rogers, Managing Member
Debtor 1 Signature

Debtor 2 (Joint Debtor) Signature (if applicable)

NOTE: It is the responsibility of the Debtor, or the Debtor's attorney, to serve copies of all amendments on all creditors listed in this Summary of Amended Schedules, Master Mailing List, and/or Statements, and to complete and file the attached Proof of Service of Document.

Debtor **Grand View Financial LLC**

Case number (if known)

2:17-bk-20125-RK

Name

3.47	Nonpriority creditor's name and mailing address Robert Burns 690 Heather Court Pacifica, CA 94044-2141 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Promissory Note</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$434,000.00
3.48	Nonpriority creditor's name and mailing address Robert Roberts & Timothy Brey 44300 Lighthouse Road Point Arena, CA 95468 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Promissory Note</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$115,600.00
3.49	Nonpriority creditor's name and mailing address Robert Sedler 5173 WARING ROAD, #117 San Diego, CA 92120 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Promissory Note (re 9651 McCool Lane, Santee, CA 92071)</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$233,000.00
3.50	Nonpriority creditor's name and mailing address Samuel Ng and Angela Leung 3217 Acalanes Avenue Lafayette, CA 94549 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Promissory Note and Action re 3217 Acalanes Ave</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Unknown
3.51	Nonpriority creditor's name and mailing address Savon Phon 9092 Chianti Circle Stockton, CA 95212-3816 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Promissory Note</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$69,000.00
3.52	Nonpriority creditor's name and mailing address Sharp Financial LLC 8939 S Sepulveda Blvd Suite 102 Los Angeles, CA 90045-3605 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Promissory Note</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$0.00
3.53	Nonpriority creditor's name and mailing address Shriley Hanes 1130 N Edison Street Stockton, CA 95203-2319 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: Check all that apply. <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Promissory Note</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$164,000.00

Debtor **Grand View Financial LLC**

Case number (if known)

2:17-bk-20125-RK

Name

3.54	Nonpriority creditor's name and mailing address Siamak Nazhand c/o George M. Eckert 2371 El Camino Ave. Sacramento, CA 95821 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: <u>UD Action re 1102 Penniman</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Unknown
3.55	Nonpriority creditor's name and mailing address SIX PID, INC. 2410 CAMINO RAMON, STE 243 San Ramon, CA 94582 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: <u>Quiet Title Action re 3217 Acalanes Ave</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Unknown
3.56	Nonpriority creditor's name and mailing address Stella Tan 4525-4527 Lincoln Way San Francisco, CA 94122-1128 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Promissory Note</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$800,000.00
3.57	Nonpriority creditor's name and mailing address Steven Ho 185 Linden Avenue San Bruno, CA 94066-5407 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Promissory Note</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$164,800.00
3.58	Nonpriority creditor's name and mailing address Steven Vaughn 543 East Midlake Drive Draper, UT 84020-7821 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Promissory Note</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$310,800.00
3.59	Nonpriority creditor's name and mailing address Sunil & L. Lori Wadhwa 747 Sturbridge Drive Folsom, CA 95630-6166 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Promissory Note</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$340,550.00
3.60	Nonpriority creditor's name and mailing address Timothy Johnston 5115 Curtis Blvd Port St John, FL 32927-3166 Date(s) debt was incurred _ Last 4 digits of account number _	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Promissory Note</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$261,300.00

EXHIBIT "5"

Central District of California Claims Register

2:17-bk-20125-RK Grand View Financial LLC

Judge: Robert N. Kwan **Chapter:** 11
Office: Los Angeles **Last Date to file claims:**
Trustee: **Last Date to file (Govt):**

Creditor: (38024395) Franchise Tax Board Bankruptcy Section MS A340 PO BOX 2952 Sacramento CA 95812-2952	Claim No: 1 <i>Original Filed</i> Date: 08/29/2017 <i>Original Entered</i> Date: 08/29/2017	Status: Filed by: CR Entered by: Rebecca Estonilo Modified:												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Amount</td> <td style="width: 10%;">claimed:</td> <td style="width: 15%;">\$1798.71</td> <td style="width: 10%;"><input type="text"/></td> <td style="width: 10%;"><input type="text"/></td> <td style="width: 10%;"><input type="text"/></td> </tr> <tr> <td>Priority</td> <td>claimed:</td> <td>\$1642.71</td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table>			Amount	claimed:	\$1798.71	<input type="text"/>	<input type="text"/>	<input type="text"/>	Priority	claimed:	\$1642.71	<input type="text"/>	<input type="text"/>	<input type="text"/>
Amount	claimed:	\$1798.71	<input type="text"/>	<input type="text"/>	<input type="text"/>									
Priority	claimed:	\$1642.71	<input type="text"/>	<input type="text"/>	<input type="text"/>									
History: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><input type="button" value="Details"/></td> <td style="width: 5%;"><input type="button" value="1-1"/></td> <td style="width: 15%;">08/29/2017</td> <td>Claim #1 filed by Franchise Tax Board, Amount claimed: \$1798.71 (Estonilo, Rebecca)</td> </tr> </table>			<input type="button" value="Details"/>	<input type="button" value="1-1"/>	08/29/2017	Claim #1 filed by Franchise Tax Board, Amount claimed: \$1798.71 (Estonilo, Rebecca)								
<input type="button" value="Details"/>	<input type="button" value="1-1"/>	08/29/2017	Claim #1 filed by Franchise Tax Board, Amount claimed: \$1798.71 (Estonilo, Rebecca)											
Description: (1-1) 0040														
Remarks:														

Creditor: (38065771) Brookside Golf Community Association c/o Thomas & Associates 2390 Professional Drive Roseville, CA 95661	Claim No: 2 <i>Original Filed</i> Date: 09/20/2017 <i>Original Entered</i> Date: 09/20/2017	Status: Filed by: CR Entered by: ePOC-User AutoDocket Modified:												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Amount</td> <td style="width: 10%;">claimed:</td> <td style="width: 15%;">\$10128.58</td> <td style="width: 10%;"><input type="text"/></td> <td style="width: 10%;"><input type="text"/></td> <td style="width: 10%;"><input type="text"/></td> </tr> <tr> <td>Secured</td> <td>claimed:</td> <td>\$8468.58</td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table>			Amount	claimed:	\$10128.58	<input type="text"/>	<input type="text"/>	<input type="text"/>	Secured	claimed:	\$8468.58	<input type="text"/>	<input type="text"/>	<input type="text"/>
Amount	claimed:	\$10128.58	<input type="text"/>	<input type="text"/>	<input type="text"/>									
Secured	claimed:	\$8468.58	<input type="text"/>	<input type="text"/>	<input type="text"/>									
History: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><input type="button" value="Details"/></td> <td style="width: 5%;"><input type="button" value="2-1"/></td> <td style="width: 15%;">09/20/2017</td> <td>Claim #2 filed by Brookside Golf Community Association, Amount claimed: \$10128.58 (AutoDocket, ePOC-User)</td> </tr> </table>			<input type="button" value="Details"/>	<input type="button" value="2-1"/>	09/20/2017	Claim #2 filed by Brookside Golf Community Association, Amount claimed: \$10128.58 (AutoDocket, ePOC-User)								
<input type="button" value="Details"/>	<input type="button" value="2-1"/>	09/20/2017	Claim #2 filed by Brookside Golf Community Association, Amount claimed: \$10128.58 (AutoDocket, ePOC-User)											
Description:														
Remarks:														

Creditor: (38003121) Amador County Tax Collector 810 Court Street Jackson, CA 95642-2132	Claim No: 3 <i>Original Filed</i> Date: 09/28/2017 <i>Original Entered</i> Date: 09/28/2017	Status: Filed by: CR Entered by: Modified:				
History: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><input type="button" value="Details"/></td> <td style="width: 5%;"><input type="button" value="3-1"/></td> <td style="width: 15%;">09/28/2017</td> <td>Claim #3 filed by Amador County Tax Collector, Amount claimed: \$3094.34 (Milano, Sonny)</td> </tr> </table>			<input type="button" value="Details"/>	<input type="button" value="3-1"/>	09/28/2017	Claim #3 filed by Amador County Tax Collector, Amount claimed: \$3094.34 (Milano, Sonny)
<input type="button" value="Details"/>	<input type="button" value="3-1"/>	09/28/2017	Claim #3 filed by Amador County Tax Collector, Amount claimed: \$3094.34 (Milano, Sonny)			
Description: (3-1) Secured Property Taxes						
Remarks:						

Amount	claimed:	\$3094.34		
Secured	claimed:	\$3094.34		
History:				
Details		3-1	09/28/2017	Claim #3 filed by Amador County Tax Collector, Amount claimed: \$3094.34 (Milano, Sonny)
Description: (3-1) Secured Property Taxes				
Remarks:				

Creditor: (38003145) El Dorado County Treasurer-Tax Collector 360 Fair Lane Placerville, CA 95667	Claim No: 4 Original Filed Date: 10/19/2017 Original Entered Date: 10/20/2017	Status: Filed by: CR Entered by: Olivia Ventura Modified:		
Amount	claimed:	\$8383.55		
Secured	claimed:	\$8383.55		
History:				
Details		4-1	10/19/2017	Claim #4 filed by El Dorado County, Amount claimed: \$8383.55 (Ventura, Olivia)
Description: (4-1) Property Taxes				
Remarks:				

Creditor: (38140074) PennyMac Loan Services, LLC 6101 Condor Drive, Suite 200 Moorpark, CA 93021	Claim No: 5 Original Filed Date: 10/30/2017 Original Entered Date: 10/30/2017	Status: Filed by: CR Entered by: Robert P Zahradka Modified:		
Amount	claimed:	\$310989.72		
Secured	claimed:	\$310989.72		
History:				
Details		5-1	10/30/2017	Claim #5 filed by PennyMac Loan Services, LLC, Amount claimed: \$310989.72 (Zahradka, Robert)
Description: (5-1) Total Debt \$310,989.72				
Remarks: (5-1) Arrearages \$22,807.95				

Creditor: (38003205) History San Diego Treasurer-Tax Collector Attn: Bk Desk 1600 Pacific Coast Hwy RM 162 San Diego, CA 92101	Claim No: 6 Original Filed Date: 11/06/2017 Original Entered Date: 11/07/2017	Status: Filed by: CR Entered by: Olivia Ventura Modified:		
History:				
Details		6-1	11/06/2017	Claim #6 filed by San Diego Treasurer-Tax Collector, Amount claimed: \$464.50 (Ventura, Olivia)
Description: (6-1) Property Taxes				
Remarks:				

Amount	claimed:	\$464.50		
Secured	claimed:	\$464.50		
History:				
Details		6-1	11/06/2017	Claim #6 filed by San Diego Treasurer-Tax Collector, Amount claimed: \$464.50 (Ventura, Olivia)
Description: (6-1) Property Taxes				
Remarks:				

Creditor: (38162567) The Bank of New York Mellon Nationstar Mortgage LLC ATTN: Bankruptcy Dept PO BOX 619094 Dallas, TX 75261	Claim No: 7 Original Filed Date: 11/08/2017 Original Entered Date: 11/08/2017	Status: Filed by: CR Entered by: Can Guner Modified:		
Amount	claimed:	\$1020360.02		
Secured	claimed:	\$1020360.02		
History:				
Details		7-1	11/08/2017	Claim #7 filed by The Bank of New York Mellon, Amount claimed: \$1020360.02 (Guner, Can)
Description:				
Remarks: (7-1) Total arrears: \$447740.33				

Creditor: (38195113) U.S. Bank National Association Nationstar Mortgage LLC ATTN: Bankruptcy Dept PO BOX 619094 Dallas, TX 75261	Claim No: 8 Original Filed Date: 11/24/2017 Original Entered Date: 11/24/2017	Status: Filed by: CR Entered by: Can Guner Modified:		
Amount	claimed:	\$746636.64		
Secured	claimed:	\$746636.64		
History:				
Details		8-1	11/24/2017	Claim #8 filed by U.S. Bank National Association, Amount claimed: \$746636.64 (Guner, Can)
Description:				
Remarks: (8-1) Total Arrears: 284336.97				

Creditor: (38196809) Nationstar Mortgage LLC ATTN: Bankruptcy Dept PO BOX 619094 Dallas, TX 75261	Claim No: 9 Original Filed Date: 11/27/2017 Original Entered Date: 11/27/2017	Status: Filed by: CR Entered by: Can Guner Modified:		
History:				
Details		9-1	11/27/2017	Claim #9 filed by Nationstar Mortgage LLC, Amount claimed: \$534509.16 (Guner, Can)
Description:				
Remarks: (9-1) Total Arrears \$262877.52				

Amount	claimed:	\$534509.16		
Secured	claimed:	\$534509.16		
History:				
Details		9-1	11/27/2017	Claim #9 filed by Nationstar Mortgage LLC, Amount claimed: \$534509.16 (Guner, Can)
Description:				
Remarks: (9-1) Total Arrears \$262877.52				

Creditor: (38216434) U.S. Bank National Association Nationstar Mortgage LLC ATTN: Bankruptcy Dept PO BOX 619094 Dallas, TX 75261	Claim No: 10 <i>Original Filed</i> Date: 12/05/2017 <i>Original Entered</i> Date: 12/05/2017	Status: <i>Filed by:</i> CR <i>Entered by:</i> Madison C Wilson <i>Modified:</i>		
Amount	claimed:	\$6983269.80		
Secured	claimed:	\$6983269.80		
History:				
Details		10-1	12/05/2017	Claim #10 filed by U.S. Bank National Association, Amount claimed: \$6983269.80 (Wilson, Madison)
Description:				
Remarks: (10-1) Total Arrears: 3080241.64				

Creditor: (38231020) The Bank of New York Mellon Trustee (See 410) c/o Specialized Loan Servicing LLC 8742 Lucent Blvd, Suite 300 Highlands Ranch, Colorado 80129	Claim No: 11 <i>Original Filed</i> Date: 12/14/2017 <i>Original Entered</i> Date: 12/14/2017	Status: <i>Filed by:</i> CR <i>Entered by:</i> Andrew Kussmaul <i>Modified:</i>		
Amount	claimed:	\$522824.62		
Secured	claimed:	\$522824.62		
History:				
Details		11-1	12/14/2017	Claim #11 filed by The Bank of New York Mellon Trustee (See 410), Amount claimed: \$522824.62 (Kussmaul, Andrew)
Description:				
Remarks:				

Creditor: (38003221) Stella Tan 4525-4527 Lincoln Way San Francisco, CA 94122-1128	Claim No: 12 <i>Original Filed</i> Date: 01/26/2018 <i>Original Entered</i> Date: 01/26/2018	Status: <i>Filed by:</i> CR <i>Entered by:</i> Larry D Webb <i>Modified:</i>		
History:				
Details		12-1	01/26/2018	Claim #12 filed by Stella Tan, Amount claimed: \$645800.00 (Webb, Larry)
Description: (12-1) Promissory note				
Remarks:				

Amount	claimed:	\$645800.00		
History:				
Details		12-1	01/26/2018	Claim #12 filed by Stella Tan, Amount claimed: \$645800.00 (Webb, Larry)
Description: (12-1) Promissory note				
Remarks:				

Creditor: (38299758) The Lilly Gan Revocable Living Trust c/o Michael J Berger Esq 9454 Wilshire Blvd 6th Fl Beverly Hills, CA 90212	Claim No: 13 <i>Original Filed</i> Date: 01/29/2018 <i>Original Entered</i> Date: 01/29/2018	Status: <i>Filed by:</i> CR <i>Entered by:</i> Michael Jay Berger <i>Modified:</i>		
Amount	claimed:	\$829984.00		
History:				
Details		13-1	01/29/2018	Claim #13 filed by The Lilly Gan Revocable Living Trust, Amount claimed: \$829984.00 (Berger, Michael)
Description:				
Remarks:				

Creditor: (38003229) Ventura County Tax Collector 800 South Victoria Ave Ventura, CA 93009-1290	Claim No: 14 <i>Original Filed</i> Date: 03/01/2018 <i>Original Entered</i> Date: 03/01/2018	Status: <i>Filed by:</i> CR <i>Entered by:</i> Mary K Barnes <i>Modified:</i>		
Amount	claimed:	\$282.90		
Secured	claimed:	\$282.90		
History:				
Details		14-1	03/01/2018	Claim #14 filed by Ventura County Tax Collector, Amount claimed: \$282.90 (Barnes, Mary)
Description: (14-1) Secured property taxes.				
Remarks:				

Creditor: (38003229) Ventura County Tax Collector 800 South Victoria Ave Ventura, CA 93009-1290	Claim No: 15 <i>Original Filed</i> Date: 03/01/2018 <i>Original Entered</i> Date: 03/01/2018	Status: <i>Filed by:</i> CR <i>Entered by:</i> Mary K Barnes <i>Modified:</i>		
Amount	claimed:	\$706.48		
Priority	claimed:	\$706.48		
History:				
Details		15-1	03/01/2018	Claim #15 filed by Ventura County Tax Collector, Amount claimed: \$706.48 (Barnes, Mary)
Description: (15-1) Priority property taxes.				
Remarks:				

Creditor: (38446714) THE BANK OF NEW YORK MELLON Nationstar Mortgage LLC d/b/a Mr. Cooper PO Box 619096 Dallas, TX 75261-9741		Claim No: 16 <i>Original Filed</i> Date: 04/10/2018 <i>Original Entered</i> Date: 04/10/2018	Status: <i>Filed by:</i> CR <i>Entered by:</i> Todd S Garan <i>Modified:</i>
Amount	claimed: \$1245797.29		
Secured	claimed: \$1245797.29		
History:			
Details	16-1	04/10/2018	Claim #16 filed by THE BANK OF NEW YORK MELLON, Amount claimed: \$1245797.29 (Garan, Todd)
Description: (16-1) 5672			
Remarks:			

Creditor: (38472282) Solano County Tax Collector 675 Texas Street, Suite 1900 Fairfield, CA 94533		Claim No: 17 <i>Original Filed</i> Date: 04/16/2018 <i>Original Entered</i> Date: 04/23/2018	Status: <i>Filed by:</i> CR <i>Entered by:</i> Kim S. Collins <i>Modified:</i>
Amount	claimed: \$1405.64		
Secured	claimed: \$1405.64		
History:			
Details	17-1	04/16/2018	Claim #17 filed by Solano County Tax Collector, Amount claimed: \$1405.64 (Collins, Kim S.)
Description:			
Remarks:			

Creditor: (38500128) The Bank of New York Mellon c/o PHH Mortgage Corporation One Mortgage Way Mail Stop SV01 Mt Laurel, NJ 08054		Claim No: 18 <i>Original Filed</i> Date: 05/04/2018 <i>Original Entered</i> Date: 05/04/2018	Status: <i>Filed by:</i> CR <i>Entered by:</i> Todd S Garan <i>Modified:</i>
Amount	claimed: \$1149595.51		
Secured	claimed: \$1149595.51		
History:			
Details	18-1	05/04/2018	Claim #18 filed by The Bank of New York Mellon, Amount claimed: \$1149595.51 (Garan, Todd)
Description: (18-1) 7535			
Remarks:			

Creditor: (38500999) JPMorgan Chase Bank National Association Chase Records Center Attn: Correspondence Mail Code LA4-5555 700 Kansas Lane		Claim No: 19 <i>Original Filed</i> Date: 05/04/2018 <i>Original Entered</i> Date: 05/04/2018	Status: <i>Filed by:</i> CR <i>Entered by:</i> Todd S Garan <i>Modified:</i>
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Monroe LA 71203			
Amount	claimed:	\$498536.46	
Secured	claimed:	\$498536.46	
History:			
Details	19-1	05/04/2018	Claim #19 filed by JPMorgan Chase Bank National Association, Amount claimed: \$498536.46 (Garan, Todd)
Description: (19-1) 2495			
Remarks:			

Creditor: (38504977) Pamela P Gabriel 21 Richmond Hill Road Greenwich CT 06831	Claim No: 20 <i>Original Filed</i> <i>Date:</i> 05/04/2018 <i>Original Entered</i> <i>Date:</i> 05/08/2018	Status: <i>Filed by:</i> CR <i>Entered by:</i> Sarah Cowan <i>Modified:</i>
Amount	claimed:	\$2000000.00
History:		
Details	20-1	05/04/2018 Claim #20 filed by Pamela P Gabriel, Amount claimed: \$2000000.00 (Cowan, Sarah)
Description: (20-1) contracts to sell 3 parcels of property		
Remarks:		

Claims Register Summary

Case Name: Grand View Financial LLC

Case Number: 2:17-bk-20125-RK

Chapter: 11

Date Filed: 08/17/2017

Total Number Of Claims: 20

Total Amount Claimed*	\$16514567.92
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured	\$13034618.73	
Priority	\$2349.19	
Administrative		

PACER Service Center

Transaction Receipt			
05/14/2018 14:35:11			
PACER Login:	Inbyb1700:4835325:4871380	Client Code:	8277
Description:	Claims Register	Search Criteria:	2:17-bk-20125-RK Filed or Entered From: 4/24/2000 Filed or Entered To: 12/31/2018
Billable Pages:	2	Cost:	0.20

EXHIBIT "6"

MONTH-TO-MONTH

Rental Agreement

THIS AGREEMENT, entered into this 29th day of July, 2016 by and between: Steven Ho, hereinafter referenced as "Tenant," and "Grand View Financial LLC," hereinafter referenced as "Owner/Landlord." Whereby Owner/Landlord herein agrees to rent to Tenant and Tenant Rents the premises known as 185 Linden Avenue, San Bruno 94066, County of San Mateo, State of California, upon the following terms and conditions:

TERM:

1. The term of the agreement shall be from month-to-month, commencing on July 29, 2016.

RENT:

2. The rent for said premises shall be One Thousand Seven Hundred and Twenty-Five (\$1,725.00) Dollars per month, payable in advance on or before the FIRST day of each month. Each Tenant herein shall be individually liable and responsible for any and all payments, rent or otherwise, due hereunder. At Owner/Landlord's option, Owner/Landlord may at any time requirement or other sums be paid in either certified check, cashier's check, direct deposit or money order. If the Tenant is unable to pay rent when due, the Owner/Landlord has the legal right to serve notice to pay rent or vacate within (3) days, as provided by California Code of Civil Procedures Section 1161.

DEPOSIT:

3. At the time of signing of this Agreement; Tenant shall pay to Owner/Landlord, in trust, a deposit equal to one month's rent to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. Deposit will be forfeited upon the conclusion of services against the Reset Agreement.

PROPERTY INSURANCE:

4. Tenant will be responsible to maintain appropriate insurance for their interests in the Premises and property located on the Premises. Tenant shall pay 1/12 of the annual Owner/Landlord's insurance rate along with the monthly rent on or before the FIRST day of each month. An estimated insurance rate is due and payable until the actual rate is determined.

LATE CHARGE:

5. Should Tenant fail to pay all rent due prior to rent due date, then, in that event, a late charge of 10% of monthly rent shall immediately be due. Such late charges shall be deemed additional rent for such rental month and Owner/Landlord may add such late charges to Tenant's next monthly rent payment.

RETURN CHECK CHARGE

6. Notwithstanding any penal or civil sanctions or damages which may apply, Tenant shall pay Owner/Landlord a \$ 35.00 charge for each and every returned check, draft, or order drawn on any bank or depository regardless of Tenant's intent, knowledge or fault. Such returned check charges shall be deemed additional rent for such rental month and Owner/Landlord may add such charges to next months rent.

CLEANING AND MAINTENANCE:

7. The cost of repairing or replacing any damage or wear and tear shall be the Tenant's sole responsibility. The Tenant shall keep the rental property tenantable, safe, sanitary and in compliance with all state and local housing, building, and health requirements applicable to the rental property; shall have all required inspections and certifications, if any, made; shall maintain the mechanical equipment and utilities in good operating condition; and shall maintain the following in good repair and clean condition.

- a. Effective waterproofing and weather protection of room and exterior walls including windows and doors.
- b. Plumbing fixtures and gas facilities.
- c. A water supply capable of producing hot and cold running water, furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law.
- c. Adequate heating facilities.
- d. Electrical lighting.
- e. Clean and sanitary building, grounds and appurtenances, free from all accumulation of debris, filth, rubbish, garbage, and infestation by rats, rodents, and vermin at the commencement of the rental agreement.
- f. An adequate number of appropriate receptacles for garbage and rubbish.
- g. Floors, stairways and railings.
- h. Smoke detectors and carbon monoxide detectors.

USE OF PREMISES:

8. Tenant agrees that the said premises shall be used and occupied for no other purpose than as a dwelling; and that said premises shall be occupied only by the signers of this agreement, and no others, without first obtaining the written consent of Owner/Landlord.

UTILITIES:

9. Tenant shall pay for all utilities, services, and charges supplied to said premises.

RENTAL PRO-RATE:

10. In the event that the rental payment date herein provided is not made prior than the first day of the month, then Tenant agrees to pro-rate said rental payment to the 1st day of the succeeding month, if so requested by Owner/Landlord.

NOTICE OF TERMINATION:

11. This agreement and the tenancy hereby granted may be terminated by either party hereto by giving to the other

party not less than thirty (30) days prior notice in writing.

SURRENDER OF PREMISES:

12. Tenant agrees on the last day of Tenant's tenancy hereunder, to surrender to Owner/Landlord said premises and appurtenances and all furniture, goods, chattels, and keys belonging to Owner/Landlord in the same condition as when received, reasonable wear and tear excepted. Before departure, Tenant shall leave his forwarding address so that Owner/Landlord may make any notification and/ or refund as required by law.

ASSIGNMENT:

13. Tenant shall not assign this agreement nor sub-let said premises or any part thereof without written consent of Owner/Landlord or his agent.

INSPECTION/ENTRY:

14. Pursuant, to Civil Code, Sec. 1954, all state and municipal codes, local ordinance, or health, safety or fire prevention rules, regulations or directives or any case decision concerning the proper maintenance and care of the demised premises and its contents, Owner/Landlord reserves the right to itself or its agents, to enter the premises at such reasonable times, with or without Tenant's presence, and for such reasonable purposes, including the inspection and showing of said premises at any time during reasonable business hours pursuant to the laws and guidelines referred to above, to inspect the same, to see that no damages have occurred thereto and to determine if said property is still occupied. Tenant specifically agrees not to change any lock or add any lock device to said premises without the prior written consent of Owner/Landlord or his agent. Tenant acknowledges that Owner/Landlord or his agent has a key to the premises and may use the same for entry, as provided herein.

ALTERATIONS:

15. Tenant shall not paint or make any alterations to said premises without written consent of Owner/Landlord or his agent.

MAINTENANCE AND REPAIRS:

16. Tenant, except as herein expressly provided, shall at his sole expense, keep and maintain said premises and appurtenances and every part thereof including all household furniture, goods, chattels, belonging to Owner/Landlord in good and sanitary order, condition and repair.

PETS:

17. Tenant agrees that he shall not keep or permit to be kept in or about said premises, any dog, cat, bird, other pet or animal, without the specific written permission of Owner/Landlord or his agent.

QUIET ENJOYMENT:

18. Tenant shall not commit, nor allow to be committed, any waste upon said premises or any nuisance, or other act or allow unnecessary noise especially during quiet times under city or county noise and/or "party" ordinance(s) (10:00 p.m. to 8:00 a.m.)

GOVERNMENTAL REGULATIONS:

19. Tenant shall comply with laws, ordinances and governmental regulations applicable to said premises or to the use thereof.

COST OF SUIT / ATTORNEY'S FEES:

20. In the event Owner/Landlord shall bring any action in connection herewith Owner/Landlord shall be entitled to receive as part of such action reasonable attorney's fees and court costs. Tenant also agrees to pay any other reasonable expenses that Owner/Landlord incurs in the enforcement of any of the covenants or provisions hereof, or in the recovery of rent or damages.

WAIVER OF BREACH:

21. The waiver by Owner/Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.

NOTICES:

22. All notices to be given to Tenant may be given in writing personally, or by depositing the same in the United States mail, postage prepaid, and addressed to Tenant at said premises, whether or not Tenant has departed from, abandoned or vacated the premises.

ENTIRE AGREEMENT:

23. This agreement constitutes the entire agreement between Owner/Landlord and Tenant, except as expressly provided herein.

IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year first above written.


Steven Ho

EXHIBIT "7"



May 17, 2018

VIA U.S. MAIL

Steven Ho
185 Linden Avenue
San Bruno, CA 94066

Re: Lease (the "Lease") of 185 Linden Avenue (the "Property")

Mr. Ho:

Our firm serves as counsel to Grand View Financial, LLC ("GV") in its bankruptcy case. I am writing in regard to the Lease for the Property. A copy of the Lease is attached hereto for your reference.

Please take notice that (1) you are delinquent on \$41,580 in currently owed rent, property insurance payments, and late fees, (2) the Debtor needs access to the Property to effectuate the marketing and sale thereof, and (3) once the sale is effectuated, any lien of the alleged secured creditor will attach to the sale proceeds and we will then seek to clear the lien/claim of the alleged secured creditor. An itemization of currently owed rent, property insurance payments, and late fees is also attached hereto for your reference.

Based on the foregoing and for other reasons, pursuant to ¶ 11 of the Lease, GV hereby gives notice of the termination of the Lease. Based on the foregoing, pursuant to ¶ 12 of the Lease, you are required to surrender possession of the Property and the keys thereto to GV on June 17, 2018.

Concurrently herewith, GV filed a motion with the bankruptcy court to compel turnover of the Property and the keys thereto to GV and for payment of back-rent owed to GV. That motion will be served on you. GV reserves the right to seek the recovery of additional amounts for attorneys' fees pursuant to ¶ 20 of the Lease, particularly if you do not voluntarily pay back-rent and turnover possession of the Property and the keys thereto by the date stated herein.

Please contact me to arrange for turnover of the Property and the keys thereto on June 17, 2018 and for the payment of back-rent owed to GV.

Sincerely,

/s/ Todd M. Arnold
Todd Arnold

<u>Tenant/Address/Rent</u>	<u>Unpaid Rent (Due on the 1st of the Month)</u>	<u>Unpaid Property Insurance</u>	<u>10% Late Fee</u>
Stephen Ho 185 Linden Avenue, San Bruno, CA 94066 Mo Rent = \$1,650	8/1/2016 \$ 1,650.00	\$ 75.00	\$ 165.00
	9/1/2016 \$ 1,650.00	\$ 75.00	\$ 165.00
	10/1/2016 \$ 1,650.00	\$ 75.00	\$ 165.00
	11/1/2016 \$ 1,650.00	\$ 75.00	\$ 165.00
	12/1/2016 \$ 1,650.00	\$ 75.00	\$ 165.00
	1/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	2/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	3/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	4/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	5/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	6/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	7/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	8/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	9/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	10/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	11/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	12/1/2017 \$ 1,650.00	\$ 75.00	\$ 165.00
	1/1/2018 \$ 1,650.00	\$ 75.00	\$ 165.00
	2/1/2018 \$ 1,650.00	\$ 75.00	\$ 165.00
	3/1/2018 \$ 1,650.00	\$ 75.00	\$ 165.00
	4/1/2018 \$ 1,650.00	\$ 75.00	\$ 165.00
	5/1/2018 \$ 1,650.00	\$ 75.00	\$ 165.00
	\$ 36,300.00	\$ 1,650.00	\$ 3,630.00
TOTAL OWED			\$ 41,580.00

MONTH-TO-MONTH

Rental Agreement

THIS AGREEMENT, entered into this 29th day of July, 2016 by and between: Steven Ho, hereinafter referenced as "Tenant," and "Grand View Financial LLC," hereinafter referenced as "Owner/Landlord." Whereby Owner/Landlord herein agrees to rent to Tenant and Tenant Rents the premises known as 185 Linden Avenue, San Bruno 94066, County of San Mateo, State of California, upon the following terms and conditions:

TERM:

1. The term of the agreement shall be from month-to-month, commencing on July 29, 2016.

RENT:

2. The rent for said premises shall be One Thousand Seven Hundred and Twenty-Five (\$1,725.00) Dollars per month, payable in advance on or before the FIRST day of each month. Each Tenant herein shall be individually liable and responsible for any and all payments, rent or otherwise, due hereunder. At Owner/Landlord's option, Owner/Landlord may at any time requirement or other sums be paid in either certified check, cashier's check, direct deposit or money order. If the Tenant is unable to pay rent when due, the Owner/Landlord has the legal right to serve notice to pay rent or vacate within (3) days, as provided by California Code of Civil Procedures Section 1161.

DEPOSIT:

3. At the time of signing of this Agreement; Tenant shall pay to Owner/Landlord, in trust, a deposit equal to one month's rent to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. Deposit will be forfeited upon the conclusion of services against the Reset Agreement.

PROPERTY INSURANCE:

4. Tenant will be responsible to maintain appropriate insurance for their interests in the Premises and property located on the Premises. Tenant shall pay 1/12 of the annual Owner/Landlord's insurance rate along with the monthly rent on or before the FIRST day of each month. An estimated insurance rate is due and payable until the actual rate is determined.

LATE CHARGE:

5. Should Tenant fail to pay all rent due prior to rent due date, then, in that event, a late charge of 10% of monthly rent shall immediately be due. Such late charges shall be deemed additional rent for such rental month and Owner/Landlord may add such late charges to Tenant's next monthly rent payment.

RETURN CHECK CHARGE:

6. Notwithstanding any penal or civil sanctions or damages which may apply, Tenant shall pay Owner/Landlord a \$ 35.00 charge for each and every returned check, draft, or order drawn on any bank or depository regardless of Tenant's intent, knowledge or fault. Such returned check charges shall be deemed additional rent for such rental month and Owner/Landlord may add such charges to next months rent.

CLEANING AND MAINTENANCE:

7. The cost of repairing or replacing any damage or wear and tear shall be the Tenant's sole responsibility. The Tenant shall keep the rental property tenantable, safe, sanitary and in compliance with all state and local housing, building, and health requirements applicable to the rental property; shall have all required inspections and certifications, if any, made; shall maintain the mechanical equipment and utilities in good operating condition; and shall maintain the following in good repair and clean condition.
 - a. Effective waterproofing and weather protection of room and exterior walls including windows and doors.
 - b. Plumbing fixtures and gas facilities.
 - c. A water supply capable of producing hot and cold running water, furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law.
 - c. Adequate heating facilities.
 - d. Electrical lighting.
 - e. Clean and sanitary building, grounds and appurtenances, free from all accumulation of debris, filth, rubbish, garbage, and infestation by rats, rodents, and vermin at the commencement of the rental agreement.
 - f. An adequate number of appropriate receptacles for garbage and rubbish.
 - g. Floors, stairways and railings.
 - h. Smoke detectors and carbon monoxide detectors.

USE OF PREMISES:

8. Tenant agrees that the said premises shall be used and occupied for no other purpose than as a dwelling; and that said premises shall be occupied only by the signers of this agreement, and no others, without first obtaining the written consent of Owner/Landlord.

UTILITIES:

9. Tenant shall pay for all utilities, services, and charges supplied to said premises.

RENTAL PRO-RATE:

10. In the event that the rental payment date herein provided is not made prior than the first day of the month, then Tenant agrees to pro-rate said rental payment to the 1st day of the succeeding month, if so requested by Owner/Landlord.

NOTICE OF TERMINATION:

11. This agreement and the tenancy hereby granted may be terminated by either party hereto by giving to the other

party not less than thirty (30) days prior notice in writing.

SURRENDER OF PREMISES:

12. Tenant agrees on the last day of Tenant's tenancy hereunder, to surrender to Owner/Landlord said premises and appurtenances and all furniture, goods, chattels, and keys belonging to Owner/Landlord in the same condition as when received, reasonable wear and tear excepted. Before departure, Tenant shall leave his forwarding address so that Owner/Landlord may make any notification and/ or refund as required by law.

ASSIGNMENT:

13. Tenant shall not assign this agreement nor sub-let said premises or any part thereof without written consent of Owner/Landlord or his agent.

INSPECTION/ENTRY:

14. Pursuant, to Civil Code, Sec. 1954, all state and municipal codes, local ordinance, or health, safety or fire prevention rules, regulations or directives or any case decision concerning the proper maintenance and care of the demised premises and its contents, Owner/Landlord reserves the right to itself or its agents, to enter the premises at such reasonable times, with or without Tenant's presence, and for such reasonable purposes, including the inspection and showing of said premises at any time during reasonable business hours pursuant to the laws and guidelines referred to above, to inspect the same, to see that no damages have occurred thereto and to determine if said property is still occupied. Tenant specifically agrees not to change any lock or add any lock device to said premises without the prior written consent of Owner/Landlord or his agent. Tenant acknowledges that Owner/Landlord or his agent has a key to the premises and may use the same for entry, as provided herein.

ALTERATIONS:

15. Tenant shall not paint or make any alterations to said premises without written consent of Owner/Landlord or his agent.

MAINTENANCE AND REPAIRS:

16. Tenant, except as herein expressly provided, shall at his sole expense, keep and maintain said premises and appurtenances and every part thereof including all household furniture, goods, chattels, belonging to Owner/Landlord in good and sanitary order, condition and repair.

PETS:

17. Tenant agrees that he shall not keep or permit to be kept in or about said premises, any dog, cat, bird, other pet or animal, without the specific written permission of Owner/Landlord or his agent.

QUIET ENJOYMENT:

18. Tenant shall not commit, nor allow to be committed, any waste upon said premises or any nuisance, or other act or allow unnecessary noise especially during quiet times under city or county noise and/or "party" ordinance(s) (10:00 p.m. to 8:00 a.m.)

GOVERNMENTAL REGULATIONS:

19. Tenant shall comply with laws, ordinances and governmental regulations applicable to said premises or to the use thereof.

COST OF SUIT / ATTORNEY'S FEES:

20. In the event Owner/Landlord shall bring any action in connection herewith Owner/Landlord shall be entitled to receive as part of such action reasonable attorney's fees and court costs. Tenant also agrees to pay any other reasonable expenses that Owner/Landlord incurs in the enforcement of any of the covenants or provisions hereof, or in the recovery of rent or damages.

WAIVER OF BREACH:

21. The waiver by Owner/Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.


NOTICES:

22. All notices to be given to Tenant may be given in writing personally, or by depositing the same in the United States mail, postage prepaid, and addressed to Tenant at said premises, whether or not Tenant has departed from, abandoned or vacated the premises.

ENTIRE AGREEMENT:

23. This agreement constitutes the entire agreement between Owner/Landlord and Tenant, except as expressly provided herein.

IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year first above written.


Steven Ho

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled: **DEBTOR'S NOTICE OF MOTION AND MOTION FOR AN ORDER COMPELLING TURNOVER OF PROPERTY OF THE ESTATE; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATION IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **May 17, 2018**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Todd M Arnold tma@lnbyb.com
- Michael Jay Berger michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com; michael.berger@ecf.inforuptcy.com
- Matthew R. Clark bankruptcycfs@gmail.com, mclark@ecf.courtdrive.com; bkyecf@rasflaw.com; mclark@rasflaw.com
- Theron S Covey tcovey@rasflaw.com, CAECF@tblaw.com
- Jered T Ede jede@greenhall.com, cgallardo@greenhall.com
- Sean C Ferry sferry@ecf.courtdrive.com, bkyecf@rasflaw.com
- Todd S Garan ch11ecf@aldridgepite.com, TSG@ecf.inforuptcy.com; tgaran@aldridgepite.com
- Can Guner cguner@rasflaw.com
- Jamie D Hanawalt ecfcacb@aldridgepite.com, jhanawalt@ecf.inforuptcy.com
- Matthew S Henderson matthew.henderson@piplaw.com, marian.flores@piplaw.com
- Laurie Howell laurie.howell@tflglaw.com
- Chi L Ip filing@lawyer4property.com, jenny@lawyer4property.com
- Merdaud Jafarnia bknotice@mccarthyholthus.com, mjafarnia@ecf.inforuptcy.com
- Ian Landsberg ian@landsberg-law.com, casey@landsberg-law.com; lisa@landsberg-law.com; diana@landsberg-law.com; yesi@landsberg-law.com; ilandsberg@ecf.inforuptcy.com
- Megan E Lees caecf@tblaw.com, MEL@ecf.inforuptcy.com
- Angie M Marth amarth@logs.com, ssali@logs.com
- Erin M McCartney bankruptcy@zbslaw.com, emccartney@ecf.courtdrive.com
- Vinod Nichani vinod@nichanilawfirm.com, vnichani1978@gmail.com
- Michael G Olinik michael@oliniklaw.com, rachael@callahanfirm.com
- David M Poitras dpoitras@jmbm.com, bt@jmbm.com; vr@jmbm.com; dmp@ecf.inforuptcy.com
- Kelly M Raftery bknotice@mccarthyholthus.com, kraftery@ecf.courtdrive.com
- Cassandra J Richey cdcaecf@bdfgroup.com
- Christopher O Rivas crivas@reedsmith.com, chris-rivas-8658@ecf.pacerpro.com
- Edward G Schloss egs2@ix.netcom.com
- Lindsey L Smith lls@lnbyb.com, lls@ecf.inforuptcy.com
- Edward A Treder cdcaecf@bdfgroup.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Larry D Webb Webblaw@gmail.com, larry@webblaw.onmicrosoft.com; r51666@notify.bestcase.com
- Sharon Z. Weiss sharon.weiss@bcplaw.com, raul.morales@bcplaw.com
- Hatty K Yip hatty.yip@usdoj.gov
- Kristin A Zilberstein ecfnofications@ghidottlaw.com

1 **2. SERVED BY UNITED STATES MAIL:** On **May 17, 2018**, I served the following persons and/or
2 entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true
3 and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and
4 addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be
5 completed no later than 24 hours after the document is filed.

6 ☒ Service information continued on attached page

7 **3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR**
8 **EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR,
9 on **May 17, 2018**, I served the following persons and/or entities by personal delivery, overnight mail
10 service, or (for those who consented in writing to such service method), by facsimile transmission and/or
11 email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight
12 mail to, the judge will be completed no later than 24 hours after the document is filed.

13 **SERVED BY PERSONAL DELIVERY**

14 Honorable Robert N. Kwan
15 United States Bankruptcy Court
16 255 E. Temple Street, Suite 1682 / Courtroom 1675
17 Los Angeles, CA 90012

18 ☐ Service information continued on attached page

19 I declare under penalty of perjury under the laws of the United States of America that the foregoing is
20 true and correct.

21 May 17, 2018

22 Lourdes Cruz

23 /s/ Lourdes Cruz

24 Date

25 Type Name

26 Signature

Grand View Financial LLC 20 Largest File No. 8277	Grand View Financial LLC 6601 Center Drive West Suite 500-8354 Los Angeles, CA 90045	Kenneth G Lau Office of the United States Trustee 915 Wilshire Blvd, Suite 1850 Los Angeles, CA 90017
RSN U.S. BANK NATIONAL ASSOCIATION. AS TRUSTEE, SUCCESSOR IN INTEREST TO WACHOVIA BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR J.P. MORGAN MORTGAGE TRUST 2005-A3, MORTGAGE PASS-THROUGH CERTIFICATES C/O RAS CRANE. LLC BANKRUPTCY DEPARTMENT 10700 ABBOTT'S BRIDGE ROAD SUITE 170 DULUTH, GA 30097	Amador County Tax Collector RSN Attn: Michael E. Ryan 810 Court Street Jackson, CA 95642	
	Steven Ho 185 Linden Avenue San Bruno, CA 94066-5407	Shriley Hanes 1130 N Edison Street Stockton, CA 95203-2319
Angela Leung 3217 Acalanes Avenue Lafayette, CA 94549-3206	Daniel Golden 21360 Crestwind Drive San Marcos, CA 92078-5000	David & Leah Manaoat 102 Sonora Court Oakley, CA 94561-3953
E. Greg Somerville 4916 Saint Andrews Drive Stockton, CA 95219-1917	Ellen & Clyde Davenport 5555 Thayer Lane San Ramon, CA 94582-3067	Frankie Cheung 1765 Valdez Way Fremont, CA 94539-3662
Gary & Johanna Lohse 7394 N Meridian Road Vacaville, CA 95688-9607	Heather Hartig 324 Manor Drive Pacifica, CA 94044	James Yocum 3417 Danner Circle Birmingham, AL 35243
John & Sonja Tombarelli 4129 South Conklin Road Greenacres, WA 99016-9789	Lehman Brothers 400 Professional Drive Gaithersburg, MD 20879	Marc & Michelle Griffith 6020 Heatherton Drive Somis, CA 93066-9611
Leslie Edwards 17287 W. Summerfield Road Post Falls, ID 83854	Lorraine Moller 2525 Arapahoe, Suite 500 Boulder, CO 80302-6720	Robert & Pamela Gabriel 3 Sayles Street Greenwich, CT 06807-2142
Robert & Pamela Gabriel 18 Sherman Avenue Greenwich, CT 06830-6046	Robert & Pamela Gabriel 21 Richmond Hill Road Greenwich, CT 06831-2525	Sunil & L. Lori Wadhwa 747 Sturbridge Drive Folsom, CA 95630-6166
Robert Burns 690 Heather Court Pacifica, CA 94044-2141	Stella Tan 4525-4527 Lincoln Way San Francisco, CA 94122-1128	